

Hearing Date: 08/03/09
Time: 10:00 a.m.

TEITELBAUM & BASKIN, LLP
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
MOTORS LIQUIDATION COMPANY, *et al.*, : Case No. 09-50026 (REG)
f/k/a General Motors Corp., *et al.*, :
:
Debtors. : (Jointly Administered)
:
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**OBJECTION OF JOHANN HAY GMBH & CO.
KG TO PROPOSED CURE AMOUNTS**

Johann Hay GmbH & Co. KG (“**Johann Hay**”), by its attorneys, Teitelbaum & Baskin, LLP, respectfully submits this Objection to the cure amounts proposed by the Debtors with respect to certain supply agreements between the Debtors and Johann Hay (the “**Agreements**”).

1. Johann Hay is a manufacturer of automobile parts. Pursuant to a number of agreements, including those Agreements that have been designated as Assumable Executory Contracts, Johann Hay supplied the Debtors with automobile parts used to build engines and transmissions.

2. Johann Hay received a Notice of (i) Debtors’ Intent to Assume and

Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto and a Second Notice of the Debtors' intent to assume additional executory contracts.¹ As directed by the Notices, Johann Hay accessed the website <http://www.contractnotices.com> to determine which agreements were designated for assumption and assignment and the Debtors' proposed cure amounts.

3. The Debtors do not believe that there are any amounts due to Johann Hay, but rather, believe that Johann Hay owes it \$141,396.37. According to Johann Hay's records, however, the amount due to Johann Hay under the Agreements is approximately EUR 220,000 (\$309,090). A summary of the Agreements and the respective cure amounts will be supplied. While Johann Hay has attempted to reconcile its numbers with the Debtors', it is unable to discern from the web page the corresponding amounts that are due under each one of the Agreements.

4. Johann Hay has been (and continues to be) in discussions with GM in order to resolve the cure amounts and to also determine which other agreements (in addition to those already designated) the Debtors wish to assume and assign. Given the deficiencies in the Notice and the limited time available for Johann Hay to respond to the Notices, Johann Hay reserves its right to amend this Objection to include additional cure amounts and to raise any

¹ The first Notice was purportedly served on or about June 5, 2009, while the second Notice was purportedly served in mid-July. However, the June Notice was never sent to anyone in Johann Hay's management, but instead, was sent to an employee in the company's logistics department, at an address that contained incorrect information (two cities and an incorrect German state), and, as a result of the deficient notice, Johann Hay's management did not learn of the Notice until the time to object had already elapsed. The July Notice was also sent to the same address, rather than to management, who only recently learned about it.

other objections to the Notices and any other cure procedures. Johann Hay also reserves its right to move this Court to exercise any and all of its rights under Rule 9006(b)(1) of the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Johann Hay respectfully requests that the cure amounts with respect to the Agreements be fixed at EUR 220,000 (\$309,090), and grant Johann Hay such other and further relief as is just and proper.

Dated: White Plains, New York
July 29, 2009

TEITELBAUM & BASKIN, LLP
Attorneys for Johann Hay GmbH &
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By: /s/ Kenneth M. Lewis
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